

## **AGREEMENT FOR PUBLIC SAFETY LOCAL INCOME TAX (LIT)**

THIS AGREEMENT is made as of the \_\_\_ day of December, 2023, by and between the Bristol Fire Department Corp., an Indiana not-for-profit corporation (the "Fire Department") and the Town of Bristol, Indiana, a municipality incorporated under the laws of the State of Indiana (the "Town").

WHEREAS, the Fire Department is a volunteer fire department pursuant to Indiana Code, established pursuant to Ind. Code § 36-8-12-2, and is engaged in providing fire protection and ambulance services, including services to the Town of Bristol, Indiana;

WHEREAS, the Town has engaged the Fire Department for fire protection and ambulance services for the calendar year 2024 pursuant to an Agreement for Services; and

WHEREAS, the Town is a government entity located in the County of Elkhart, State of Indiana, and is entitled, therefore, to receive, subject to Elkhart County official approval, a distribution of funds from the Public Safety Local Income Tax ("LIT") (Ind. Code § 6-3.5-6-31).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by each of the parties with the intention to be legally bound, the parties agree as follows:

1. For the calendar year 2024, the Town agrees to distribute, upon receipt from Elkhart County of payments of Public Safety LIT distributions in the sum set forth in paragraph 2 below and the Town further commits to make said payments to the Fire Department, on or about the twenty-fourth (24th) day of each month, or within three (3) days of receipt of the monthly distribution from Elkhart County, whichever date is later.

2. The above payment obligation is conditional,<sup>1</sup> not mandatory, on the Town, and it is further understood by the parties that the amount to be paid to the Fire Department by the Town from said Public Safety LIT distributions shall not at any time be more or less than 1/2 of the Public Safety LIT monies being received from Elkhart County by the Town. It is further understood by the parties that the receipt of Public Safety LIT distribution by the Town is somewhat dependent on the receipt of LIT income tax revenues by the county, which amounts may fluctuate based on the economy and general employment levels within the county.

3. It is specifically agreed and contracted hereby that all monies paid by the Town to the Fire Department from Public Safety LIT distributions shall be utilized by the Fire Department only for those purposes permitted by I.C. § 6-3.5-6-31 and for no other purposes and that upon reasonable request, the Fire Department shall provide the Town appropriate documentation to show that said sums have been used for said purposes.

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<sup>1</sup> Condition being the obligation to pay the full monthly distribution will only exist during those months wherein actual total dollar payments received from Elkhart County equals or exceeds 2 times the monthly amount, but the obligation will be cumulative (e.g. if less than 1/2 or no money is received in any month, Town's payment obligation to Fire Department shall be carried to following month in same calendar year). The Agreement is calendar year only, but any amount not paid to the Fire Department as of December 31 is not waived and remains due if, and only if, undistributed 2024 Public Safety LIT funds are in the Town's account which are earmarked for this Agreement. In such case, a specific accounting and necessary final payment shall be made by January 31, 2025.

4. The parties agree that the terms of this Agreement are contractual, and that to the extent either the Fire Department or the Town should reasonably require additional terms for compliance with state law or otherwise, the parties shall use their best efforts to amend this Agreement to provide said additional terms.

5. This Agreement is a one (1) year agreement only, and must be renewed or replaced for any time period after December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

TOWN OF BRISTOL, INDIANA

BRISTOL FIRE DEPARTMENT CORP.

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By: \_\_\_\_\_  
Nicholas J.A. Kantz, Fire Chief

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ATTEST:

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By: \_\_\_\_\_  
Cynthia S. Gillard, Secretary

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